



राजपत्र, हिमाचल प्रदेश (असाधारण)

हिमाचल प्रदेश राज्यशासन द्वारा प्रकाशित

शिमला, सोमवार, 26 अप्रैल, 1993/6 बैशाख, 1915

हिमाचल प्रदेश सरकार

“AGREEMENT UNDER SECTION 41 OF THE LAND ACQUISITION ACT, 1894”

ARTICLES OF AGREEMENT made this 23rd day of April, 1993 BETWEEN The Associated Cement Cos. Ltd., a Company registered under the Indian Companies Act, 1882 and having its registered office at 121, Maharshi Karve Road in Bombay, Maharashtra through Shri Subhash Chander Sachdeva, General Manager appointed by Company as its Attorney (hereinafter called “the Company”) of the one part and the President of India through the Secretary Industries to the Government of Himachal Pradesh (hereinafter called “the President” which expression shall include his successors in office and assigns) of the other part.

WHEREAS upon the application of the Company for the purpose of mining of limestone in mining area required for manufacture of cement for Gagal Cement Works, the Government of Himachal Pradesh has agreed to acquire on behalf of the Company under the provisions of the Land Acquisition Act, 1894 (1 of 1894) the pieces or parcels of land, described and delineated in the Schedule hereto annexed and situated in villages Baloh, Dhawan Kothi & Panjgain, Tehsil Sadar, Distt. Bilaspur (H. P.) measuring 241-02 bighas having been shown to the satisfaction of the said Government that the proposed acquisition is needed for the cement factory for mining purposes and likely to prove useful to the public and whereas the Government has called upon the Company under the provisions of Section 41 of the said Act to enter into an agreement with the President, hereinafter contained.

NOW THESE PRESENTS witness and it is hereby agreed and declared as follows :—

1. On demand, the Company shall and will pay to the said Government of Himachal Pradesh all and every compensation in respect of the said land tendered, paid or awarded to be tendered, paid or awarded by the Collector under the Land Acquisition ACT, 1894 or by court or courts to which an appeal from the award of the said court may be preferred and all costs, charges and expenses of the proceedings in the aforesaid courts, or otherwise incidental to the proposed acquisition or payable in respect thereof under the provisions of the said Act.
2. On demand made by the said Collector the obligations of the company under the last preceding clause not being thereby limited the company shall and will deposit with the said Collector such sum or sums of money as in his discretion the said Collector may in anticipation estimate to be necessary for the purposes mentioned in the last preceding clause.
3. On payment by the company of all demands under the foregoing first clause, or, in the discretion of the said Government of Himachal Pradesh (on deposit by the company of all estimated amounts as provided in the second clause), but not before possession shall have been taken under the provisions of the above mentioned Act, the President shall make over possession of the said land to the company and shall execute and do all such acts and deeds as may be necessary and proper for effectually vesting the same in the company.
4. In case, the company has offered the land and construction etc., in it as security with the previous sanction of the Government, for raising loans from Financial Institutions/Banks etc. within India and outside, the Government shall not have recourse to its rights or resumption of the lands under this clause, during the period such loan is outstanding.
5. The said land shall be held by the company for the purpose for which it is acquired or purpose legitimately connected as is hereinbefore mentioned and without the sanction in writing of the said Government of Himachal Pradesh first had and obtained for no other purpose whatsoever.
6. That the land which is being acquired will be put to the public purpose of mining of limestone for manufacture of cement and for purposes connected with the mines of the Gagal Cement Works immediately on taking possession and not later than three years or within such further period as in the discretion of the Government of Himachal Pradesh or should the said land at any time thereafter cease to be used for a period of 36 consecutive months to be held and used or cease to be required for the purpose or purposes provided for in the foregoing fourth clause then and in any such case, the said Government may summarily re-enter upon and take possession of the said land together with all buildings thereon, whether such buildings were erected before or after transfer of the land to the company, and thereupon the interest of the company in the said land and buildings shall absolutely cease and determine.

In witness whereof the duly constituted attorney of the company and Government of the State of Himachal Pradesh have hereunder set their respective hand and seals the day and year first above written.

FOR AND ON BEHALF OF
THE ASSOCIATED CEMENT COS. LTD.

Witness :

Sd/-

(P. K. SINGH),

The ACC Ltd., Anandras, 1st Floor
KHALINI, SHIMLA-171002.

Sd/-

(S. C. SACHDEVA),

General Manager,
Gagal Cement Works.

Sd/-

2. (HEM INDRA SINGH),
Nesh Villa Cottage, Shimla-171001.

Witness :

Sd/-

1. (JIA LAL THAKUR),
Section Officer (Ind.)
H.P. Sectt., Shimla-171002.

Sd/-

2. (DESH RAJ),
Sr. Asstt. Industries-A, Section
H.P. Sectt., Shimla-171002.

FOR AND ON BEHALF OF
THE PRESIDENT OF INDIA.

Sd/-

(B. B. TANDON),
Through the Secretary (Industries),
to Government of Himachal Pradesh.

SCHEDULE

District	Tehsil	Village	Khasra Nos.	Area	
1	2	3	4	Bigha	Biswa
				5	6
Bilaspur	Sadar	Baloh	6/1	0	12
			7/1	1	03
			24/1	3	00
			95/35/1	0	16
			36/1	0	04
			37/1	0	07
			38/1	0	18
			40/1	0	17
			42/2	2	01
			46/2	1	12
			49/2	2	03
			54/2	4	05
			55/1	1	04
			66/2	6	07
			75/1	0	10
			91/2	7	00
			92/1	5	10
			93/1	3	15
			45	0	02
			118/73	3	01
			44	0	03
			39	1	17
			43	0	04
			90	2	16
			9	0	03
			10	0	03
			11	0	02
			15	1	13
			68	10	00
			53	0	10
			105/78	4	19
			50	0	05

1	2	3	4	5	6
			120/77	6	11
			119/77	0	10
			41	1	00
			85	3	10
			16	0	03
			8	5	07
			71	2	17
			87	0	14
			70	2	17
			18	0	01
			88	0	13
			23	3	08
			69	2	16
			17	0	01
			89	0	13
			72	3	04
			22	3	14
			86	2	00
			65	0	05
			20	0	03
			19	2	03
			51	0	06
			117/73	0	05
			98/78	0	04
			99/78	1	12
			100/78	0	07
			101/78	0	13
			102/78	0	16
			12	3	06
			13	0	03
			14	0	04
			109/78	0	19
			21	0	04
			113/112	0	16
			114/112	2	01
			52	10	02
			76	3	01
			Total ..	135	11

Bilaspur

Sadar

Dhawan
Kothi

259/1	2	00
260	8	05
262	4	06
261/2	9	10
349/255	6	12
347/255/2	4	19
251/1	2	12
250/1	0	02
388/366/255	12	08
393/366/2	3	14

2	3	4	5	6
		357/255/1	1	05
		354/255	2	05
		270/2	5	16
		353/255/3	4	05
		Total	67	19
Sadar	Panjgain	109/1	2	01
		110/1	4	11
		111/1	1	07
		129/1	0	08
		107	0	10
		99	3	19
		100	1	04
		101	0	18
		102	2	14
		103	2	05
		1535/104	2	01
		1534/104	0	02
		105	0	09
		106	3	03
		89	1	01
		1532/90	0	01
		1533/90	0	19
		91	0	19
		92	1	15
		93	0	09
		94	2	07
		95	0	12
		96	2	09
		97	0	03
		98	1	05
		Total	37	12
		Grand Total	241	02

FOR AND ON BEHALF OF
THE ASSOCIATED CEMENT COS. LTD.

Sd/-
(S. C. SACHDEVA),
General Manager,
Gagat Cement Works.

FOR AND ON BEHALF OF
THE PRESIDENT OF INDIA.

Sd/-
(B. B. TANDON),
Through the Secretary (Industries)
to Government of Himachal Pradesh.

